

CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONSULTANT

THIS CONTRACT is entered into this 10 day of March, 2015, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and the Wallace Group an independent consultant (hereinafter referred to as "Consultant").

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has need for special services and advice in engineering and landscape architecture design services for the expansion of San Miguel Community Park in San Luis Obispo County; and

WHEREAS, Consultant is specially trained, experienced, expert and competent to perform such special services;

WHEREAS, the County has obtained a state grant from the Land and Water Conservation Fund to finance 50 percent of this project.

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Consultant shall, at its own cost and expense, provide all services, equipment and materials necessary to complete the work described in the Consultant's scope of work (hereafter "Work") attached hereto as Exhibit A (Scope of Work). Consultant represents that in the Consultant's professional judgment the work described in Exhibit A (Scope of Work) encompasses all services, equipment and materials necessary for the consultant completion of the contract. Neither the County's review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any County rights under this Contract, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's failure to perform any of the services required under this Contract.

2. **Compensation.**

A. County shall pay to Consultant as compensation in full for all services performed by Consultant pursuant to this Contract, the sum of one hundred and ten thousand and eighty nine dollars (\$110,089).

B. Consultant's compensation shall be based on actual services performed and cost incurred at the rate set forth in Exhibit B (Cost Proposal), incorporated herein by this reference.

C. County shall make progress payments based on compensable services provided and allowable costs incurred pursuant to this Contract as outlined in Exhibit B. No payment will be made prior to approval of any work.

3. **Term of Contract.** This Contract shall commence on March 10, 2015 and shall terminate on December 31, 2015 unless said work is completed on a date prior thereto or unless

terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

4. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party thirty (30) days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Consultant shall be paid for all work satisfactorily completed prior to the effective date of said termination.

5. **Termination of Contract for Cause.** If Consultant fails to perform Consultant's duties to the satisfaction of the County or if Consultant fails to fulfill in a timely and professional manner Consultant's obligations under this Contract or if Consultant shall violate any of the terms or provisions of this Contract or if Consultant, Consultant's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Consultant. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Consultant shall be paid for all work satisfactorily completed prior to the effective date of such termination.

6. **Nondiscrimination.** The Consultant shall comply with laws and regulations governing nondiscrimination in employment. The Consultant, with regard to the work performed by Consultant during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.

In all solicitation, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin. There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination. All Consultants have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every Consultant who violates harassment laws shall be liable to the County for all claims, demands, damages, costs, expenses and attorney's fees incurred by the County as a result of behavior of any of the Consultant's personnel performing this Contract.

7. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest in the Contract without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

8. **Independent Contractor Status.** Consultant shall, during the entire term of the Contract, be construed to be an independent Consultant and nothing in this Contract is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Contract; provided, however that the services to be performed by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Consultant understands and agrees that Consultant's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

9. **Representations by Consultant.** Consultant represents that Consultant and each of the personnel or subconsultants employed or otherwise retained by Consultant are properly certified, licensed and insured under the laws and regulations of the State of California to provide the special services under this Contract.

10. **Indemnification.**

County Held Harmless – General Liability: Except for the proportionate negligence of County, Consultant undertakes and agrees to defend, hold harmless County, and any and all County's Boards, officers, employees, and successors in interest, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability of any nature whatsoever for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of, any property of either party hereto, or of third persons, in any manner to the extent arising by reasons of the performance of this Contract on the part of Consultant, or any of Consultant's Sub-consultants, employees, or anyone for whom Consultant has obligated itself under this Contract, whether or not contributed to by any act or omission of County or any of the County's Boards, officers or employees.

County Held Harmless – Professional Liability: Consultant undertakes and agrees to indemnify and hold harmless County, and any and all of County's Boards, officers and employees, from and against all losses and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of any property

of third persons, in any manner to the extent caused by the negligent performance of the professional services under this Contract on the part of the Consultant. Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.

11. Insurance. Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth in Exhibit C on all of Consultant's operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's Work under this Contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and, agents of the County of San Luis Obispo, California, individually or collectively.

12. Cost Disclosure – Documents, Records and Written Reports. Pursuant to State of California Government Code, section 7550, if the total cost of the Contract is over \$5,000, the Consultant shall include in all documents and written reports prepared for or under the direction of the local agency, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

Pursuant to State of California Government Code, section 8546.7, every contract involving the expenditure of more than \$10,000 in public funds entered into by the County is subject to examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract. The Consultant shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this section. The Consultant shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the Consultant related to this Contract. The Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

13. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

County of San Luis Obispo

Parks and Recreation Department
Attn: Park Planner (_____))
1087 Santa Rosa Street
San Luis Obispo, CA. 93408

and to the Consultant:

The Wallace Group
Attn: Director of Landscape Architecture
612 Clarion Ct.
San Luis Obispo, Ca. 93401

14. Written Reports. Written reports shall be submitted weekly by Consultant to County by the Monday succeeding the week within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding week, and the manner in which all conditions and specification of the Contract are being met, plus any problems anticipated in performing said work in the future.

15. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

16. Equipment and Supplies. Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

17. Conflict of Interest. The Consultant covenants that the Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the Consultant. Per Government Code Section 1090, no officer or employee of the County shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The Consultant is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The Consultant shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The Consultant shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the Consultant must declare a conflict of interest, the Consultant shall forthwith report the conflict, in writing, to the County and shall provide any additional details requested by the County in a timely manner.

18. Covenant Against Contingency Fees. The Consultant represents that they have not employed or retained any company or person, other than a bona fide employee working solely for them,

to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

19. Suspension of Services. County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as the County may determine in its sole discretion. The County shall deliver to Consultant, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Contract. Notwithstanding anything to the contrary contained in the section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible, wholly or in part.

20. Ownership of Data and Documents. The ownership of all data collected for use by the Consultant under this Contract, together with working papers, plans, copies of correspondence, diagrams, and other material necessary to a complete understanding of the project shall be vested in the County following compensation to the Consultant for services covered by the terms of this Contract. The Consultant may retain a copy of all work for Consultant's own use. County agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any of the County's reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

21. Law/ Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

22. Severability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

23. Entire Agreement and Modification. This Contract supersedes all previous contracts pertaining to the services to be performed hereunder and constitutes the entire understanding of the parties. Consultant shall be entitled to no other benefits than those specified herein. No changes,

amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no other provisions.

24. Compliance with all laws. The consultant shall comply with all federal, state and local law as affecting the services covered by this Contract, including.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors,
County of San Luis Obispo, State of California

Date _____

ATTEST:

County Clerk and Ex-officio Clerk of the Board of Supervisors, county of San Luis Obispo, State of California

Date _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Shannan Matucopman
Deputy County Counsel

Date: 2/19/2015

CONSULTANT:

By: Jorge Aguilar
Principal Engineer, The Wallace Group **Jorge Aguilar, PE 48704**

Date: 2/17/2015

Exhibit A – Scope of Work Expand San Miguel Community Park

November 19, 2014

Elizabeth Kavanaugh
County of San Luis Obispo
1087 Santa Rosa Street
San Luis Obispo, California 93408

Subject: San Miguel Community Park Expansion

Dear Ms. Kavanaugh:

Per your request, Wallace Group is pleased to submit our revised scope and fees for the San Miguel Community Park Expansion project for your consideration. The following outlines our proposed Scope of Services for the project in accordance with the Request for Proposal (RFP) PS-1284 issued by San Luis Obispo County General Services Agency. We understand the project will include removal of K-Street between 12th and 13th Streets; undergrounding of existing above grade utilities; construction of a Class I pedestrian and bicycle path, a parking lot, a new sidewalk, and new water efficient multi-use sports field.

SCOPE OF SERVICES

Task 1: Project Management, Quality Control, Meeting Support

Project Management and Quality Control are vital components of a cohesive project team for the timely delivery of each task. This task comprises internal and external coordination, quality control efforts, and meeting/hearing support.

1.1 Project Management

This task will consist of project management and coordination throughout the duration of design and construction phases to guarantee that the resulting construction documents presented to the County, meet the standards of excellence Wallace Group strives for. The project team will conduct internal coordination meetings at each stage of the design process. This coordination effort will serve to confirm team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring and invoicing.

1.2 Kick-off Meeting and Data Collection

It is anticipated Wallace Group will organize and attend one (1) project kick-off meeting with County staff. Wallace Group will prepare an agenda for the meeting and follow up with relevant notes and action items.

It is anticipated that the County will gather and provide the data summarized below:

- A Project Manager who will guide the County's and Community's interests, and carry forward recommended project scoping and details to the Consultant.
- Advertise for public outreach meeting and coordinate venue(s).
- Select the stakeholders to attend the stakeholder meeting.
- Preliminary Title Report(s) and copies of the exception documents.
- Permission to access the properties from the Owner(s) of the adjacent parcels.
- Available Traffic data/report.
- Environmental support information/conditions.
- Available Utility Atlas Maps, Utility Contact Information and sample Utility Agreements
- Relevant As-Bid Data.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES



WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

Page 1 of 9



- County design criteria desired for Conceptual Design and prior information used to generate planning level costs (for independent review as requested).
- Prepare boiler plate or front end specification documents.
- Provide review and comments to consultant deliverables.

1.3 Public Meeting

At the discretion of County staff, Wallace Group will produce and present project materials at one (1) public meeting. The County will advertise for public outreach and coordinate venue. Wallace Group will provide presentation materials that may include project rendering, power point presentation, cross section and/or plan view color exhibits and will be prepared in collaboration with the County while carefully considering the intended audience.

Public Meeting:

- Provide overview of planning process and structure.
- Review draft goals and objectives.
- Present key findings from preliminary existing conditions analysis
- Review Preliminary Concept Design Exhibit, Technical Memo and Planning Estimate (developed during Task 3.2).
- Compile a list of community issues and concerns.
- Record current park use and envisioned/desired future use.
- Gather input on project area preferences, assets, needs and issues.

1.4 Quality Control

At each design submittal, as detailed in the production delivery tasks of this proposal, submittal documents will undergo a Quality Control (QC) review. This review process is a critical component of a successful project and will ensure that the project team delivers a fully developed and polished product to the County.

Task 1 Deliverables:

- Attend one (1) kick-off meeting
- Attend one (1) public meeting in the community of San Miguel
- Prepare and Distribute Meeting Agendas & Notes

Task 2: Topographic Survey, Right of Way Delineation, Geotechnical Engineering Report and Utility Coordination

2.1 Aerial Survey Control

Wallace Group will locate or construct suitable photograph identification points used for control of the aerial mapping. The survey control datum will be NAD 83 horizontally and NAVD 88 vertically. The aerial target locations, along with other survey control points, will be shown on the survey base map and will serve as survey control points for construction staking.

2.2 Aerial Survey Mapping (1inch = 20 feet/1-foot Contour Interval)

Wallace Group will team with Central Coast Aerial Mapping, Inc. (CNC) to obtain aerial mapping and aerial orthometric photography. The approximate limits of the aerial mapping are shown on the Exhibit "1" included in the original SOQ. The aerial mapping will be compiled at a scale of 1"=20', with a one-foot contour interval. CNC's deliverables will include color 0.15 foot digital rectified aerial photography and separate AutoCAD files

Page 2 of 9



containing the aerial mapping and digital terrain model (DTM). This information will be compiled in the survey base map. The limits of aerial survey are shown on Exhibit "1", included in the original SOQ.

2.3 Supplemental Field Survey Densification

At the direction of the Engineer and Client two (2) days of field survey will be provided to supplement the aerial mapping. Our focus will be to locate the features that are hidden by tree cover, identify pertinent on-site features shown in the aerial mapping and measure the invert of pertinent sanitary and storm sewer structures. The on-site features identified as part of this task will be noted on the base map.

2.4 Boundary Right of Way Survey

Based on our research and record documents provided by the County, we will locate sufficient monuments to establish the record project appurtenant Right of Ways and boundary's. As shown on the Exhibit "1" included in the original SOQ, this includes portions of the Right of Way for:

- K Street
- L Street
- 13th Street
- 14th Street
- Highway 101
- Boundary of APN's:
 - 021-251-001
 - 021-251-002
 - 021-251-003
 - 021-252-002
 - 021-252-004

We assume that sufficient monuments of record exist and that we will find no material discrepancies. Internal and adjoining property lot lines will be plotted based on record data.

2.5 Easement Plotting

In order for Wallace Group to plot the easements that encumber the project site, the County will need to furnish Preliminary Title Reports and copies of the exception documents for the APN's listed in the above Task 2.4. We will review the PTR's and plot the easement listed in the exceptions. For this effort we assume that there will be no more than two (2) easements listed for each parcel.

In order for an easement to be plottable the "Point of Beginning" (P.O.B.) of the easement must be within the limits of the Right of Way and boundary lines that are to be established as part of Task 2.4. If an easement P.O.B. is outside of this area it will be listed on the base map as unplottable. If more than the number of assumed easements exist, or if easements exist with a P.O.B. outside of the above area and their retracement and plotting is determined to be important to the project, a Contract Amendment may be processed to address the additional fee associated with the effort to do so.

2.6 Topographic, Boundary and Easement Base Map

The information from Tasks 2.1 through 2.5 will be compiled in Autodesk Civil 3D 2014 to create a topographic, boundary and easement base map. It will be plotted at a scale of 1-



inch equals 20 feet on 24" x 36" paper and a signed and sealed electronic PDF copy will also be produced and provided as a deliverable.

2.7 Geotechnical Engineering Report

Earth Systems Pacific will be conducting the geotechnical analysis for our team. To evaluate subsurface conditions in the project area, we plan to drill two (2) borings to a maximum of 5 feet below the existing pavement in K Street and one (1) boring to a maximum depth of 15 feet below existing grade in the proposed parking lot area. The final depths of the borings will depend upon the conditions encountered. Soil conditions will be classified in general accordance with the Unified Soil Classification System (ASTM D 2488). Copies of the boring logs and a boring location map will be included in the report.

The borings will be backfilled with on-site material and patched at the surface with cold-mix asphalt concrete (AC), as applicable. Prior to commencement of the field operations, we will secure an encroachment permit from the San Luis Obispo County Public Works Department; however, we have assumed that the encroachment fee will be waived. We plan to provide one-way traffic control during the field exploration, with a single flagman directing traffic around the drilling equipment.

Following the field investigation, soil samples will be tested in the laboratory to determine various engineering properties. The types of tests anticipated to be completed are as follows:

- In situ moisture and density
- Maximum density and optimum moisture
- R-Value

The final determination of the number and types of tests to be performed will depend upon the subsurface conditions encountered. The field and laboratory data will be reviewed by a Registered Geotechnical Engineer and evaluated with respect to development of criteria for site preparation, grading, Class I path construction, drainage, and observation and testing.

The following items will be addressed:

- Soil, rock and groundwater conditions encountered
- Preparation of the project area prior to construction
- Grading criteria
- CBC seismic criteria
- Utility trench backfill
- Class I path construction
- Parking lot HMA pavement sections
- Drainage around improvements
- Observation and Testing

The Geotechnical Engineering Report will be intended to comply with the applicable considerations of Sections 1803.1 through 1803.6, J104.3 and J104.4 the 2013 California Building Code (CBC), and common geotechnical engineering practice in this area under similar conditions at this time.



It is our intent that the report will be used exclusively by the Client to form the geotechnical basis of the design of the project, and in the preparation of plans and specifications.

2.8 Utility Coordination

A key element of this Project is to underground the overhead utilities. Although the design of these facilities will not be produced by Wallace Group, we will play a key role in working with PG&E, telephone and cable companies to identify the corridor and complete the design of the joint trench to install the new underground conduit and above grade structures that will provide the least disruption and potential conflicts with other utilities and landscape features.

We have assumed that the County's standard joint trench detail will be sufficient for the placement of the utilities. This coordination effort will be critical early on to avoid re-design efforts and contract change orders during construction. We anticipate obtaining the design plans from the utility companies and adding their stamped plans to our package to be bid as one project. Our Scope of Services assumes that the utility companies will provide us with a complete PS&E package that can be inserted into our bid documents with no further editing. Wallace Group will not take any responsibility or ownership for bid documents provided by others. As a potential cost saving measure, Wallace Group will discuss with the utility companies at the initial meeting, opportunities to eliminate the overhead utilities entirely to reduce the overall construction cost for this project.

Wallace Group will meet with PG&E, telephone and cable companies to coordinate the undergrounding of the overhead utilities. We will discuss opportunities to eliminate the overhead utilities between 12th and 13th Streets to help reduce the construction costs for the project. If undergrounding is required, we assume that the utilities will rise back up on the poles located at the corner of 12th and K Streets and 13th and K Streets. We assume that only the utility pole located between 12th and 13th Streets on K Street will be eliminated.

Task 2 Deliverables:

- Electronic color 0.15 foot pixel Orthometric Aerial Photograph
- Autodesk Civil 3D 2014 Base Map
- PDF copy of the signed and sealed Base Map
- Geotechnical Engineering Report

Task 3: Technical Memorandum

Based on the topographic survey and record Right of Way information obtained in Task 2 the project team will prepare a technical design memorandum. The technical memorandum will summarize potential Right of Way issues, geotechnical recommendations (based on the geotechnical report prepared by Earth Systems Pacific), drainage and stormwater quality considerations, utility conflicts, and traffic handling during construction considerations. This technical memorandum will be supported with a preliminary conceptual design exhibit and a preliminary cost estimate. The conceptual cost estimate will be prepared based on typical park projects and current local bid prices.

3.1 Prepare Concept Design Technical Memorandum

The project team will prepare a concept design technical memorandum to summarize project impacts and present the memo to the County for review. The memo will summarize potential Right of Way issues, geotechnical recommendations, drainage and stormwater quality considerations, utility conflicts, and traffic handling during construction considerations and impacts.

Page 5 of 9



The project's goal is the removal of existing road improvements along K Street to make way for a more useful open park/field for a variety of sports venues. By reducing impervious surfaces and enhancing the vegetated park space, the site disturbance with good house-keeping practices during construction, is a perfect candidate for a State Water Board waiver. The project is outside the limits of the San Luis Obispo County's MS4 boundary, and therefore is only required to meet the requirements of the Construction General Permit for Stormwater regulations. Wallace Group will provide the calculations for Risk Level, total site disturbance and determine through inputs on the SMARTS website whether a SWPPP waiver is acceptable, and include the results of the effort in the Technical Memorandum. The County will need to set up the project on the SMARTS website and pay a fee to the State for the Notice of Intent, and if the waiver is accepted for the construction period indicated, then all other stormwater regulations are waived for the project. This will be the least expensive scenario for the County, considering that there will be no need for processing a SWPPP, QSP inspections during construction, and no follow-up with the State Water Board upon project stabilization.

If the project does not qualify for a waiver, then Post Construction calculations are required to meet the construction general permit. This could require additional Low Impact Development details to be added to the Conceptual Plan. Our Scope of Services assumes that a waiver will be granted. If the waiver is not granted, we will approach the County to discuss a change in scope with additional budget needs.

Wallace Group will review the existing upstream off-site areas tributary to the project site, prepare an exhibit showing the watershed limits and calculate peak flows through and leaving the site. This data will be used when considering construction details within the proposed parking areas at the south end of the park site on 12th Street.

3.2 Prepare Preliminary Concept Design Exhibit

A preliminary concept design exhibit representing the design criteria outlined in the technical memo will be included with the technical memo to present a visual representation of the design. This exhibit will further assist in identification of impacts and be used as the concept plan during Task 1.3 - Public Stakeholder Meeting No.2.

The exhibit will identify potential Right of Way limits, anticipated drainage patterns and stormwater quality improvements, roadway signage, parking striping and signage, utility relocation, and limits of construction.

3.3 Prepare Preliminary Cost Estimate

A Preliminary cost estimate will be prepared according to Caltrans planning level estimate format and included in the technical memo. The estimate will summarize concept level roadway items, park improvements and enhancements, Class I pedestrian/bicycle pathway, drought tolerant athletic field, irrigation and plantings, stormwater quality facilities and adjustments to existing utility facilities. Assumptions used in preparation of the estimate will be clearly itemized and a contingency amount of 25% will be included in the cost estimate as detailed in the PDPM, Chapter 20, Section 2, and Article 3 for Project Study Report level preliminary cost estimates.

Wallace Group provides construction cost estimating services in house. However, we can hire an independent estimator if requested by the County with additional budget authorized.

Page 6 of 9



Task 3 Deliverables:

- Concept Design Technical Memorandum
- Preliminary Design Exhibit
- Preliminary Cost Estimate

Task 4: Draft Plans, Specifications and Estimate (50% Submittal)

Based on the feedback and direction received from the County during the previous task, we will commence preparation of 50% design level draft plans, specifications, and an Engineer's Opinion of Probable Construction Cost. It is assumed that once the conceptual plan is approved by the County and the Stakeholders, there will be no additional design concept revisions.

4.1 50% Draft Design Plans

The project team will further develop the project design and develop the relevant design plan sheets. The design plan set is expected to include a Title sheet, general notes sheet, construction survey control sheet, construction layout sheets, hardscape, grading, erosion control sheet, signage and pavement delineation, planting and irrigation, lighting, underground utility for water service to drinking fountains and hose bibs, and construction details sheets(s) showing removals, improvements, park furnishings and other details. Our scope assumes the park will have typical park furnishings such as benches, trash receptacles, picnic tables, drinking fountains, fencing, bike racks and charcoal barbecue grills as does not allocate for additional enhancements such as overhead structures and shelters, trellises, trash enclosures, walls, signage, baseball backstops, dugouts, bleachers, and sport lighting. If additional enhancements become included during the design process, we will approach the County to discuss a change in scope.

The existing drainage within San Miguel is over land, our scope assumes that we will maintain historical drainage patterns and no new storm drain infrastructure will be required. The existing roadway geometrics will not be altered as part of this project. Our scope assumes that PG&E will either relocate or underground their facilities prior to construction, or provide detailed plans, estimate and specifications for the relocation of their facilities to be incorporated into our PS&E documents. These plans will be advanced to a Draft Final design stage and will assist in further identifying specific project needs and recommend solutions to meet those needs.

4.2 50% Draft Specifications

Edited construction specifications will be produced based on applicable County and State standards, details, and specifications as appropriate and will be formatted per Caltrans 2010 Construction Contract Specification format. Technical special provisions for a Contractor prepared Stormwater Pollution Prevention Plan (SWPPP) will be included, if necessary. At this stage, the design plans will include an Erosion Control plan which is to be the basis by which the Contractor will eventually prepare the SWPPP. We anticipate that the County will prepare boiler plate or front end documents and we will assist in providing particular details as needed.

4.3 50% Draft Quantity Calculations and Engineer's Opinion of Probable Construction Costs

Quantity calculations will be generated based on the draft 50% design. Relevant unit bid information will be acquired from the County and State's "As-Bid" data bases and adjusted as needed to accurately represent anticipated project costs. Based on this information a Draft Engineer's Opinion of Probable Construction Costs will be generated and submitted to the County for review.

Page 7 of 9



Task 4 Deliverables:

- Draft 50% Design Plans (3 copies) - Anticipated Sheets as listed in task
- Draft 50% Specifications (3 Copies)
- Draft 50% Engineer's Opinion of Probable Construction Costs (3 Copies)

Task 5: Draft Final Plans, Specifications and Estimate (90% Submittal)

At the beginning of this task, we anticipate receiving written direction and one (1) set of combined and coordinated comments on the deliverables submitted in the previous task, and that the comments would not substantively change the direction of the design at this stage. We will formalize our understanding of the County's feedback and verify comments have been addressed using our Comment Resolution form as we proceed with preparations of the 90% construction document submittal.

5.1 Draft Final Design Review, Roadway Design and Sheet Development

Wallace Group will coordinate, attend, and provide notes on the Draft (50%) submittal review meeting with County staff. The design will proceed based upon the comments and direction received. It is anticipated that comments will be relatively minor and adjustments to the approved configuration will not be required at this stage of design. The project design and plans will be finalized and further developed with relevant details, notes and pay item callouts. Upon completion, the plan sheets will be delivered to the County for review.

5.2 Draft Final Technical Specifications

Wallace Group will further refine the construction specifications based on County feedback, project development, and applicable State and County standards as appropriate. The specifications will be formatted per Caltrans 2010 Construction Contract Specification format. We anticipate that the County will prepare boiler plate documents and we will assist in providing particular details if needed.

5.3 Draft Final Engineer's Opinion of Probable Construction Costs

Revised quantities and bid prices will be reviewed and re-calculated following the completion of final site layout and design. The Engineer's Opinion of Probable Construction Costs and bid sheet will be delivered to the County for budgeting and bidding purposes.

Task 5 Deliverables:

- Meeting attendance, agenda, and notes for Submittal Review meeting
- Draft Final 90% Plans (3 Copies)
- Draft Final 90% Specifications (3 Copies)
- Draft Final 90% Engineer's Opinion of Probable Construction Costs (3 Copies)

Task 6: 100% Final Plan Check/Bid Documents

Based upon the County's review of the Draft Final Plans, Specifications and Estimate (90% Submittal) submitted in Task 5. The Wallace Group design team will respond to one (1) set of combined and coordinated set of comments and revise the bid documents, only minor modifications are expected at this stage of the project. Following these revisions the bid documents will be stamped, sealed, and presented to the County for advertisement for construction.

Task 6 Deliverables:

- 100% Final Plans (3 Copies)
- 100% Final Specifications (3 Copies)
- 100% Final Engineer's Opinion of Probable Construction Costs (3 Copies)



Task 7: Bidding Assistance

During the advertising phase of the project the design staff will be available to answer bidding related questions and attend a bidder's pre-proposal meeting, if requested.

The Resident Engineer's File will be prepared and submitted as part of this task. Items to be furnished may include, but not be limited to:

- Analysis of bids
- Pertinent Correspondence and Contact List
- Quantity calculations
- Bidding package
- Encroachment Permit(s)
- Working level cross-sections used in design
- Survey Notes and Monumentation Data (does not include slope staking notes)

Due to the indeterminate nature of the coordination/support requests, this task is currently intended to proceed within the budgeted amount on a time and materials basis to the Not To Exceed (NTE) amount shown for this task. If more support requests are received they are to be authorized by the County as additional work (as/if needed).

Task 7 Deliverables:

- Resident Engineer's File
- Addenda RFI's

Task 8: Construction Administration

The Wallace Group project team will provide construction administration assistance under the County's direction. While we expect the County to provide services such as inspections, resident engineering services, and review of quantity submittals for payment, the project team will be available to attend preconstruction and construction meetings, review Contractor material submittals and respond to Contractor Requests for Information (RFI).

Due to the indeterminate nature of the coordination/support requests, this task is currently intended to proceed within the budgeted amount on a time and materials basis to the NTE amount shown for this task. If more support requests are received they are to be authorized by the County as additional work (as/if needed).

FEES

The project fees are shown allocated by task to indicate our expected distribution of work. However, the task fee allocations are not individual contract limits.

Task 1: Project Management, Quality Control, Meeting Support	\$ 8,318
Task 2: Topo Survey, ROW Delineation, Geotech Report & Utility Coordination	\$ 23,544
Task 3: Technical Memorandum	\$ 10,948
Task 4: Draft Plans, Specifications & Estimate (50% Submittal)	\$ 32,943
Task 5: Final Plans, Specifications & Estimate (90% Submittal)	\$ 22,690
Task 6: 100 % Plan Check/Bid Documents	\$ 3,849
Task 7: Bidding Assistance	\$ 2,607
Task 8: Construction Administration	\$ 5,190

Total \$110,089

Page 9 of 9

Attachment 3

Task Budgets may Fluctuate within Overall Budget

Exhibit C– INSURANCE

CONSULTANT, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of CONSULTANT's Work under this Contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and, agents of the County of San Luis Obispo, California, individually or collectively.

A. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. COMMERCIAL GENERAL LIABILITY ("CGL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to CONSULTANT's Work under this Contract.

2. BUSINESS AUTOMOBILE POLICY ("BAP"). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum (combined single limit) of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Contract. CONSULTANT shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

3. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

This policy shall include at least the following coverages and policy limits:

- a. Workers' Compensation insurance as required by the laws of the State of California; and
- b. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident I Bodily Injury (herein "BI"); one- million (\$1,000,000) dollars policy limit by disease; and, one-million (\$1,000,000) dollars each employee by disease.

4. PROFESSIONAL LIABILITY {"PL"}. This policy shall cover damages, liabilities, and costs incurred as a result of CONSULTANT's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for three (3) years thereafter with respect to incidents which occur during the performance of this Contract). CONSULTANT shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by CONSULTANT and approved by the County before Work is begun pursuant to this Contract.

C. ENDORSEMENTS. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers, and agents are hereby added as additional insureds with respect to all liabilities arising out of CONSULTANT's performance of Work under this Contract (CGL & BAP);
3. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAP, &PL);

4. No cancellation or non-renewal of this policy afforded under the policy, shall be effective until written notice has been given at least thirty (30) calendar days prior to the effective date of such or cancellation to County at the address set forth below (CGL, BAP, WC /EL & PL);

5. CONSULTANT and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers, and agents for any loss arising under this Contract (WC); and

6. Deductibles and self-insured retentions must be declared (All Policies).

D. ABSENCE OF INSURANCE COVERAGE. County may direct CONSULTANT to immediately cease all activities with respect to this Contract if it determines that CONSULTANT fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this Contract. Any delays or expense caused due to stopping of Work and change of insurance shall be considered CONSULTANT's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to CONSULTANT.

E. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION. Prior to commencement of Work under this Contract, and annually thereafter for the term of this Contract, CONSULTANT, or each of CONSULTANT's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. All of the insurance companies providing insurance for CONSULTANT shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo County
General Services Department
Missy Viles, Buyer
County Government Center, Room 207
San Luis Obispo CA 93408